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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ALLAN D. BOMBITA

Complainant,

vs.

MAERSK LINE, LTD.

Defendant.

CASE NO. _____

COMPLAINT FOR DAMAGES

COMPLAINT

NOW INTO COURT, through undersigned counsel, comes complainant,
ALLAN D. BOMBITA, a person of full legal age and a citizen and domiciliary of
American Canyon, California. Complainant avers the following:

I. JURISDICTION

Jurisdiction is based upon 28 U.S.C 1333 of the General Maritime Law
requiring employers to pay maintenance and cure to a seaman injured while in the
service of the vessel. On its face, the facts support this Court's jurisdiction of this

1 claim. On or about September 8, 2018, Complainant was given minor treatment in
2 Tanzania for severe injuries due to electrification sustained while in service of the
3 *M/V SAFMARINE NGAMI*. Due to his worsening and persistent condition,
4 complainant was forced to seek additional independent medical treatment in the San
5 Francisco Bay Area upon his discharge from the vessel. Defendant has failed to pay
6 maintenance and cure to complainant from the date of his discharge on December
7 16, 2018 to date. A supplemental claim is brought in this action under the Jones Act,
8 46 U.S.C 688, for negligence and under the general maritime law for
9 unseaworthiness.
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13 II.

14 Made party defendant herein is **MAERSK LINE, LTD.**, a company with its
15 principal place of business in Virginia licensed to do and doing business in this
16 district and state.
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19 III.

20 At all material times herein, complainant was employed by **MAERSK LINE,**
21 **LTD.**, assigned to the *M/V SAFMARINE NGMAI* in the capacity of
22 QMED/ELECTRICIAN.
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24 IV.

25 On or about September 8, 2018, complainant was electrified on the main deck
26 of the *M/V SAFMARINE NGAMI*. The breakers on the main deck were
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1 waterlogged. Complainant engaged the breaker for testing power outlets prior to
2 reaching port. Upon engaging of the breaker, the power outlets exploded,
3 electrifying complainant and knocking him unconscious on the main deck.
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5 **V.**

6 At all material times herein, **MAERSK LINE, LTD.**, owned, operated,
7 chartered, manned and controlled the *M/V SAFMARINE NGMAI*.
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9 **VI.**

10 A proximate cause of the accident herein was the negligence attributable to
11 **MAERSK LINE, LTD.** in failing to furnish complainant a safe place to work. The
12 vessel was poorly maintained. The breakers were waterlogged and therefore unsafe
13 due to prevalent high seas and storms on prior voyages. Defendant failed to maintain
14 and restore breakers to their proper condition before embarking on further voyages.
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17 **VII.**

18 A proximate cause of the accident and injuries herein was the unseaworthy
19 condition of the *M/V SAFMARINE NGAMI*, as per the reasons identified in the
20 preceding paragraph.
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23 **VIII.**

24 As a direct and proximate result of the accident herein, complainant has
25 sustained serious, disabling and permanent injuries to his internal organs including,
26 but not limited to, his heart and mind. Complainant has damages of past and future
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1 mental and physical pain and suffering, past and future lost wages, past and future
2 medical expenses, found, loss of enjoyment of life and any and all other related
3 damages and expenses allowed by law, all for which complainant is entitled to sue
4 and recover from the defendant herein for the full and total sum of FIFTEEN
5 MILLION (\$15,000,000.00) DOLLARS.
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8 IX.

9 Maintenance and cure is due from **MAERSK LINE, LTD.** Complainant's
10 accident occurred while in the service of the vessel. Complainant at the time of
11 accident was 49 years old without previous history of injury to his internal organs.
12 Defendant failed to investigate and failed to provide cure for Complainant.
13 Maintenance also was denied by Defendant. Demand is made for an appropriate rate
14 of maintenance and for appropriate cure, and for all damages allowed under the
15 general maritime law associated with said claim, including attorney fees,
16 compensatory damages and punitive damages from said employer due to its conduct
17 rising to the level of arbitrary and capricious.
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22 **WHEREFORE**, complainant demands judgment against **MAERSK LINE,**
23 **LTD.** herein for the full and total sum of FIFTEEN MILLION (\$15,000,000.00)
24 DOLLARS in compensatory damages, altogether with legal interest thereon from
25 the date of the accident herein until paid, for proper maintenance and cure and related
26 compensatory and punitive damages and attorney fees from defendant due to its
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1 conduct rising to the level of arbitrary and capricious, for all costs of these
2 proceedings and all appropriate, general and equitable relief, and for trial by jury.
3

4 Respectfully submitted,

5 /s/Frank S. Moore

6 Frank S. Moore (California Bar #158029)

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